

# **EXHIBIT 1**



Business Sales • Franchises • Mergers &amp; Acquisitions

**MARKETING AGREEMENT (M&A)**

Business Name Aria Wellness Center  
 Seller (Corporate Name) Skin Logic, LLC  
 Business Address 2 Pidgeon Hill Drive, Suite 100  
 City Sterling State VA Zip 20165  
 Principal Name Stephen Metz, Court Appointed TRUSTEE  
 Cell Phone 240-507-1723  
 Private Email smetz@offitkurman.com

Seller not to compete within 20 miles for 5 years  
 Will train at no cost for 2 weeks. Inventory included \$ TBD  
 F.F.&E. incl. \$ TBD. Leasehold Improvements Incl. \$ TBD  
 Annual Sales \$ uncertain owner will prove  
 Seller's Discretionary Earnings \$ uncertain owner will prove  
 Total Sales Price \$2,599,999 Down Payment \$ TBD  
 Seller Note \$ TBD at TBD% interest in payments of  
 \$ TBD per month payable over TBD months

**Additional Provisions**

1. In consideration of the services of **TRANSWORLD BUSINESS ADVISORS OF RICHMOND VA** ("Broker"), Seller hereby gives Broker the full and exclusive right to sell the above named business ("Business"), which includes all or any portion of its assets, rights, liabilities or property at the Total Sales Price and terms set forth above, or for any other price and terms as acceptable to Seller. A sale is not guaranteed.
2. This Agreement begins on the latest date indicated below and continues for six (6) months (the "Term") or through the closing date of any transactions (the "Closing") under any agreement that exists at expiration.
3. "Total Sales Price" is listed above, or if a sale occurs it is defined as the amount paid for Business by the person or entity purchasing Business ("Buyer"), including inventory and any liabilities, contingent liabilities, other obligations assumed by Buyer, consulting or management agreements, and any compensation paid.
4. Seller shall pay to Broker, as compensation or liquidated damages, ten (10%) of the Total Sales Price on the first \$1,000,000, eight (8%) on the 2<sup>nd</sup> \$1,000,000, six (6%) on the 3<sup>rd</sup> \$1000,000 and four (4%) on the remaining amount of the purchase price, but no less than \$100,000 if
  - a. Seller and Buyer consummate the sale of Business with a Buyer procured by Broker;
5. Broker's compensation will be due and payable at the Closing.
6. Broker shall use its best efforts to procure a ready, willing and able Prospect. Seller will show Business upon reasonable notification.
7. a. Seller agrees to fully cooperate with Broker, including referring immediately to Broker all inquiries regarding the sale of Business. Seller will deliver to Broker copies of any agreement between Seller and any Prospect or potential buyer immediately and permit Broker to be present at the Closing. Broker is authorized to instruct the Closing agent to pay any and all compensation due to Broker under this Agreement at the Closing.
8. Seller understands and acknowledges that information provided by Seller may be disclosed to Prospects, Buyer and other brokers. Broker may choose to co-broke this listing and advertise at their discretion.
9. As a trustee, Seller makes no representations or warranties as to the accuracy of information provided by employees and/or owners of the Seller. Any sale will be "as is where is" and shall be subject to approval of the United States Bankruptcy Court for the Eastern District of Virginia. This Marketing Agreement, and the terms of compensation, is also subject to approval of the United States Bankruptcy Court for the Eastern District of Virginia.
10. Seller agrees to independently verify the qualifications of all Prospects, and understands that Broker will not warranty Buyer's health, financial status, experience, competency, or residency.
11. This Agreement shall be governed by the laws of the State of Virginia. The prevailing party in any litigation arising under this Agreement shall be entitled to recover, in addition to any other relief awarded, all of its attorneys' fees, costs, and expenses incurred at both trial and appellate levels. Each party agrees that any disputes under this Agreement shall be resolved exclusively in the state or federal courts located in Henrico County, VA and consents to and waives any objection to personal jurisdiction and venue therein. Each party waives any right to have a jury participate in the resolution of any dispute.
12. This Agreement constitutes the entire agreement between the parties and supersedes all negotiations, preliminary agreements, and all prior and discussions and understandings, and shall not be modified except in writing executed by the parties. Seller acknowledges that it has read, understood and received a copy of this Agreement.
13. Documents may be sent electronically, and such electronic copies, as well as electronic signatures, shall be treated for all purposes as (a) properly authorized and/or endorsed by the sending party; (b) "in writing" and signed; and (c) as an original document.

Dated as of 1/2/2024

TRANSWORLD BUSINESS ADVISORS OF RICHMOND VA

BROKER

Mark Irion

Mark Irion

By: AGENT SIGNATURE / AGENT NAME

Approved By:

Rupesh Bharad

Rupesh Bharad – President / Officer

Skin Logic, LLC

PRINT SELLER (CORPORATE NAME)

Stephen MetzCourt Appointed  
TrusteeBy: SIGNATURE(S)

Its TITLE

Stephen Metz

TRUSTEE, SOLELY IN HIS CAPACITY AS TRUSTEE FOR SKIN LOGIC, LLC AND NOT IN HIS INDIVIDUAL CAPACITY